

Specific Agreement between the Defense Mapping Agency United States Department of Defense and Secretaría General Técnica Ministerio de Defensa, Spain Concerning Technical Cooperation In Cartography And Geodesy

Agreement signed at Madrid and Washington September 4 and October 27, 1986 Entered into force October 27, 1986

TIAS 11408



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SPECIFIC AGREEMENT BETWEEN THE DEFENSE MAPPING AGENCY UNITED STATES DEPARTMENT OF DEFENSE AND SECRETARÍA GENERAL TÉCNICA MINISTERIO DE DEFENSA, SPAIN CONCERNING TECHNICAL COOPERATION IN CARTOGRAPHY AND GEODESY

TEXT: ARTICLE I

PURPOSE

1. The purpose of this Specific Agreement is to record the arrangements and commitments between the United States Defense Mapping Agency (DMA) and the Secretaria General Técnica del Ministerio de Defensa, Spain (SEGENTE), referred to as the cooperating agencies, concerning the exchange of and cooperation in the production of topographic maps, aeronautical products, nautical charts, terrain analysis data, geodetic and geophysical data, and other geographic materials, in implementation of Complementary Agreement Three of the Agreement on Friendship, Defense and Cooperation between Spain and the United States of America, signed in Madrid on 2 July 1982. (1)

NOTES

- (1) TIAS 10589.
- 2. This agreement is designed to eliminate, insofar as possible, payments in cash for the items exchanged.

ARTICLE II

PRIMARY OBJECTIVES

The primary objectives of this agreement are:

- 1. To exchange maps and charts of appropriate scale, design and content to meet United States and Spanish defense requirements.
- 2. To exchange geodetic and geophysical data, and other data necessary to support mapping and charting production objectives.



- 3. To exchange flight information publications and associated data.
- 4. To establish joint programs and other coordinated efforts to ensure interoperability of maps and charts to be used by Spanish and U.S. military forces.
- 5. To provide for technology exchange in support of programs of mutual interest.

ARTICLE III

EXCHANGE AND COOPERATIVE PROGRAMS

- 1. The cooperating agencies will:
- a. Exchange cartographic and marine information; topographic maps; aeronautical and nautical charts; terrain analysis data, geodetic, geomagnetic and gravity data; aeronautical and hydrographic data; flight information; map and chart reproduction materials; and publications and other materials related thereto.
- b. Establish cooperative programs for production of maps and charts, and for technology exchange.
- 2. The specific exchanges and cooperative programs developed in accordance with this agreement will be determined by the responsible agencies noted in Article V.

ARTICLE IV

MUTUAL OBLIGATIONS

It is understood that any action taken by either of the cooperating agencies or by the responsible agencies pursuant to this agreement will be subject to the availability to those agencies of personnel, materials and funds for the purpose.

ARTICLE V

RESPONSIBLE AGENCIES

- 1. For the United States:
- a. DMA is the principal U.S. agent and will be responsible for matters of U.S. policy and overall basic responsibilities under this agreement. DMA is the U.S. point of contact on matters which may change any part of this agreement.



- b. The following DMA elements will coordinate exchange matters directly with their Spanish counterpart agencies.
- (1) The DMA Hydrographic/Topographic Center (DMAHTC) will be responsible for implementing the exchange relating to topographic mapping, Joint Operations Graphics (Air and Ground), terrain analysis data, nautical charts, geodetic data and other geographic materials.
- (2) The DMA Aerospace Center (DMAAC) will be responsible for implementing the exchange relating to aeronautical charting (except JOG Air Charts), gravity data, flight information publications, and related materials.
- (3) Headquarters DMA will coordinate the development of technical exchange and assistance programs.
- (4) The DMA Office of Distribution Services (DMAODS) will be responsible for shipment and receipt of maps and charts, as directed by Headquarters DMA or by the monitoring Centers. DMAODS will report exchange receipts and issues to the monitoring Centers for accounting purposes and will coordinate publication.

2. For Spain:

- a. SEGENTE is the principal Spanish agent and will be responsible for matters of Spanish policy and overall basic responsibilities under this agreement. SEGENTE is the Spanish point of contact on matters which may change any part of this agreement.
- b. This specific agreement will also govern the exchange of materials noted in Article III and any other technical cooperation with the Servicio Geografico del Ejercito, the Instituto Hidrografico de la Marina, the Centro Cartografico y Fotografico del Aire, and Spanish civilian institutions. The more specific aspects of these exchanges will be the subject of subsequent "Annexed Agreements" to this Specific Agreement.

ARTICLE VI

SECURITY MEASURES AND RESTRICTIONS

1. Any security measure or restriction specified by the releasing agency of either party will be respected by the recipient agency.



- 2. Any maps or charts 1:250,000 scale and larger provided by either cooperating agency shall not be released to third parties without the prior authorization of the providing agency.
- 3. Reproduction of nautical charts is permitted according to technical resolutions issued by the International Hydrographic Organization (IHO).
- 4. It is the intent of the cooperating agencies that materials and activities be unclassified. However, if security measures are deemed necessary, the cooperating agencies will agree upon the security classification to be applicable for specific projects or operations and resultant products. Such classification will be held to a minimum commensurate with security.

ARTICLE VII

RECIPROCITY OF EXCHANGES

It is agreed that all exchanges of products covered under the provisions of this specific agreement will be accomplished under the principle of reciprocity; that is, exchanges will be made in the quantities required to meet mutual defense needs. Any questions of reciprocity will be resolved by consultation between DMA and SEGENTE. Both parties will maintain the appropriate transaction records for coordinating matters of reciprocity. The cooperating agencies shall review the exchanges and programs annually to verify that reciprocity is being maintained. If necessary, and as mutually agreed, financial adjustments may be made to maintain reciprocity.

ARTICLE VIII

REVIEW AND ENTRY INTO EFFECT

- 1. This specific agreement shall enter into effect upon its signature by each party's authorized representative, and shall remain in effect for the duration of the Agreement on Friendship, Defense and Cooperation, unless one of the parties gives notice beforehand of its intent to terminate it, in which case it would terminate six months from such notification.
- 2. Nothing in this agreement shall restrict a further approach by either cooperating agency with a view to modifying or extending the scope of the agreement.

IN WITNESS WHEREOF the undersigned, duly authorized by their respective agencies, have signed this agreement, which is dated 4 September 1986, in the English and Spanish languages, both texts being equally authentic, in Madrid and Washington, D.C. (1)



NOTES

(1) Signed Sept. 4 and Oct. 27, 1986.

SIGNATORIES: ROBERT A. ROSENBERG Major General, USAF Director, DMA

JOSEPH P. FRANKLIN Major General, USA U.S. Military Co-Chairman PMAA

ANTONIO FLOS BASSOLS Secretary General SEGENTE

FERNANDO NARDIZ VIAL Admiral, Spanish Navy Spanish Military Co-Chairman PMAA